

EXHIBIT “C”



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August 6, 2024

VIA REGULAR AND CERTIFIED MAIL, R.R.R.

**NOTICE OF ACCELERATION, DEMAND FOR PAYMENT,
 DEMAND FOR TURNOVER AND RESERVATION OF RIGHTS**

Golden Gate Investment Company LLC
 Attn: Daryl Heller
 415 N. Prince Street, Suite 200
 Lancaster, PA 17603

Paramount Management Group, LLC
 Attn: Daryl Heller
 415 N. Prince Street, Suite 200
 Lancaster, PA 17603

Re:

Lender:	Steward Capital Holdings LP
Maker:	Golden Gate Investment Company LLC
Guarantor:	Paramount Management Group, LLC
Loan:	\$4,000,000 dated February 13, 2024

Dear Mr. Heller:

Our firm is counsel to Lender. Reference is made to the Notice of Default issued by Lender on July 11, 2024. The default described therein was not cured within the 15-day cure period. As a result, Lender has elected to exercise its remedies under Section 6(c) of the Promissory Note and Security Agreement (the "Note") by accelerating the balance due on the Note. Interest at the default rate may accrue from the date of this letter.

Demand is hereby made upon Maker and Guarantor for the immediate payment of all sums outstanding under the Loan documents, together with accruing interest, default interest, exit fees, late fees, charges, advances, costs, attorneys' fees and such other sums due under the Loan documents. The amount due as of August 5, 2024, excluding attorneys' fees and costs, is as follows (you should contact me for an exact payoff figure prior to remitting payment):

Principal	\$4,000,000.00
Exit Fee	\$20,000.00
Accrued Interest (through 08/05/24)	<u>\$99,515.30</u>
TOTAL	\$4,119,515.30

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We have been authorized by Lender to proceed with legal action against Borrower without further notice, including but not limited to judgment on the Loan documents and repossession of all Collateral (as defined in the Note) if the Loan is not satisfied within seven (7) days of the date of this letter. Furthermore, if the Loan is not satisfied within seven (7) days of the date of this letter, then this letter also constitutes demand that you contact the undersigned to arrange for turnover of all Collateral.

Please note the following:

1. To the extent that Lender, or its representatives, participates in any discussions, negotiations, correspondence and other communications (whether written or oral, "Discussions") with you, or your representatives, concerning the Loan, Lender's rights and remedies will not be impaired in any way by holding such Discussions with you. Discussions will not waive Lender's rights or remedies under any of the Loan documents or applicable law. Lender is not under any obligation to have such Discussions with you, or to agree to any modifications, consents, extensions or amendments of the Loan documents. Lender may discontinue Discussions at any time, with or without notice, without any liability or obligation to you. Furthermore, all Discussions are made for settlement purposes only, are subject to applicable rules of evidence, and cannot be disclosed by you to other persons without the express written consent of Lender.

2. Engaging in Discussions does not constitute an agreement by Lender to refrain from enforcing any default, instituting or continuing any litigation, and/or exercising any of its rights or remedies. Lender reserves its right to take any and all such actions as it deems appropriate to protect its interests even though Discussions may be on-going, including but not limited to entering judgment and foreclosing on collateral.

3. No officer, employee or representative of Lender is authorized to orally commit Lender to any agreement. Any oral understanding you may have to modify, extend or amend the terms of the Loan documents is not enforceable. You may not rely on any oral proposal to modify, extend or amend the terms of the Loan documents. While the parties may reach agreement on one or more preliminary issues, Lender will not be bound unless and until (i) agreement is reached on all issues; and (ii) the agreement has been reduced to a written agreement signed and delivered by all Loan parties, including Lender. Unless and until such time, the Loan documents shall remain unmodified and shall be controlling.

4. The acceptance of any payments or performance by Lender will not constitute (i) an agreement by Lender to amend the Loan documents or a waiver of any claim for payment in full, (ii) an agreement by Lender to accept payments or performance in the future, (iii) a course of conduct by Lender, (iv) reinstatement of the Loan or a cure of default under the Loan documents, (v) an agreement by Lender to forbear from the exercise of the Lender's rights or remedies under the Loan documents, (vi) a waiver or alteration of Lender's rights or remedies pursuant to the Loan documents or applicable law, or (vii) an agreement by Lender to accept any conditions set forth as part of any payment or performance that is tendered. Lender will apply any payment to the Loan in Lender's sole discretion.

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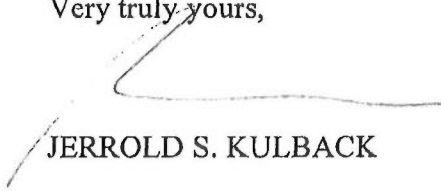
5. From time to time, Lender may send you statements. The statements are generated for your information and convenience only, and do not waive, amend, or alter any obligations under the Loan documents, or demand for payment in full of the Loan hereunder.

The default described in this Notice of Default is based upon the information available to the Lender on the date thereof and shall not be deemed to preclude the existence of other defaults under the Loan documents. The failure of Lender to give notice of any such other defaults is not intended to be, nor shall be, a waiver thereof.

Under the circumstances, your immediate attention to this matter is required. This letter is sent without prejudice to any of Lender's rights and remedies. If you have an attorney, please have him/her contact me. If you do not have an attorney, it is suggested that you immediately consult with an attorney, since our firm cannot provide you with legal advice.

Thank you.

Very truly yours,



JERROLD S. KULBACK

JSK

cc: Lender